

## Statement of Deficiencies

### 8823-C: Admissions Agreement

Not Met

#### Findings/Corrections

8823 C. 1. (a.-l.) The Provider failed to complete and maintain individual written admission agreements with all persons admitted to the facility or with their legally responsible person or person specifying:

- a. clear and specific occupancy criteria and procedures (admission, transfer, and discharge);
- b. basic services to be made available;
- c. optional services which are available;
- d. payment provisions, including the following:
  - i. covered and noncovered services;
  - ii. service packages and "a la carte" services;
  - iii. regular and extra fees;
  - iv. payor;
  - v. due date; and
  - vi. funding source, provided that the resident may refuse to disclose sources;
- e. modification conditions, including provision of at least 30 days prior written notice to the resident of any basic rate change, or for SSI/SSP rate changes, as soon as the provider is notified. Agreements involving persons whose care is funded at government prescribed rates may specify that operative dates of government modifications shall be considered operative dates for basic service rate modification;
- f. refund conditions;
- g. that the Bureau of Licensing has the authority to examine residents' records as part of the evaluation of the facility.
- h. general facility policies which are for the purpose of making it possible for residents to live together, including policies and rules regarding third-party providers arranged by the resident (the use of private duty nurses or assistants);
- i. division of responsibility between the facility, the resident, family, or others (e.g., arranging for or overseeing medical care, purchase of essential or desired supplies, emergencies, monitoring of health, handling of finances);
- j. residents' rights;
- k. explanation of the grievance procedure and appeals process, including information on outside agencies to which appeals may be made; and
- l. the availability of a service plan specific to the individual resident. PROVIDER STATES IN THE LEASE AGREEMENT THAT THEY WILL PROVIDE BASIC SERVICES FOR A FLAT FEE. IN ADDITION, PROVIDER ADDRESSES AN ASSISTED CARE SERVICE PLAN. IN THAT SECTION OF THE LEASE THE PROVIDER STATES THE RESIDENT WILL RECEIVE A PERSONAL SERVICE ASSESSMENT TO DETERMINE THE PERSONAL SERVICES REQUIRED PRIOR TO MOVE-IN AND PERIODICALLY THROUGHOUT THE RESIDENCY. EACH PERSONAL SERVICE NEEDED BEYOND INDEPENDENT IS ASSIGNED A NUMBER DEPENDING ON THE AMOUNT OF EXTRA SERVICE NEEDED IN EACH AREA. THE NUMBERS RANGE FROM 1 TO 6 POINTS IN EACH CATEGORY (THERE ARE 28 CATEGORIES). EACH POINT IS AN ADDITIONAL \$25 MONTHLY CHARGE IN ADDITION TO THE BASIC RATE. IN THE LEASE AGREEMENT PROVIDER STATES NO OUTSIDE AGENCY WILL BE PERMITTED TO PROVIDE THESE SERVICES UNLESS PROVIDER HAS GIVE PRIOR APPROVAL. IF NEEDS CHANGE, PROVIDER RESERVES THE RIGHT TO ADJUST THE ASSISTED CARE SERVICE PLAN, INCREASE SERVICES PROVIDED AND ADJUST SERVICE CHARGES WITH OR WITHOUT NOTICE. PROVIDER IS NOT GIVING RESIDENTS A 30 DAY WRITTEN NOTICE OF THE CHANGES. \*\*\*\*\*SEE ATTACHED FORM WHICH IS THE ASSESSMENT COMPLETED TO DETERMINE IF AN ASSISTED CARE SERVICE PLAN IS NEEDED.

### 8827-G: Menus

Not Met

#### Findings/Corrections

8827 G. 2. The Provider failed to furnish medically prescribed diets to residents for which it contracted either in the contract or in the service plan. Menus for medically prescribed diets failed to be planned or approved by a registered licensed dietitian. ONE RESIDENT HAS A PHYSICIAN'S ORDER DATED 3/25/04 FOR A LOW SALT DIET OF <1.0 GR. PER DAY. THE PHYSICIAN ALSO SIGNED AN ORDER DATED 3/19/04 STATING THE SAME RESIDENT NEEDS A DIET OF LIMITED CONCENTRATED SWEETS. THE FACILITY HAS THE RESIDENT ON A NO CONCENTRATED SWEETS DIET. THE LOW SALT DIET IS NOT ONE PROVIDED BY THE FACILITY.